



City of Milpitas

Invitation for Bid For Traffic Control Systems

Bid No. 4229

City of Milpitas
Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA 95035
(408) 586-3161
Fax (408) 583-3170

Date of Issuance: March 31, 2006

Bid Deadline: April 17, 2006

NOTICE INVITING SEALED BIDS

Notice is hereby given that the City of Milpitas will receive sealed bids at the Information Desk, 455 E. Calaveras Blvd., Milpitas, California, 95035 up to and including dates and times listed below and that bids will be opened in public at that hour in the Building Department Conference Room, In the City Hall Building, 455 E. Calaveras Blvd., Milpitas, California, 95035 for the furnishing of all labor, equipment and service required for the following:

Traffic Control Systems
Bid Number 4229
Due: April 17, 2006

Copies of bid documents may be obtained by contacting Bart Damele, 455 E. Calaveras Blvd., Milpitas, California 95035, telephone (408) 586-3162 or by searching the City's web-site at www.ci.milpitas.ca.gov

A recommendation for the award of this purchase will be presented to the City Council at the meeting of May 2, 2006.

Christopher Schroeder
Purchasing Agent

BID FORM

TO THE CITY OF MILPITAS:

Pursuant to the notice inviting bids, specifications, instructions to bidders, subject to all provisions of the ordinances of the City of Milpitas and applicable laws and regulations of the United States and the State of California, the undersigned agrees to provide the following described product below:

Traffic Control Systems

Three (3) ea. New Iteris Four (4) Camera Video Detection Systems

Each System to include the following:

4 ea. Iteris Vantage Edge 2 Processor Units, Single Camera Input, 24 VDC-p# Edge 2-1 CH

1 ea. Iteris Access Module

4 ea. Iteris Vantage Camera Assembly Model CAM-RZ4 Color-RS 170 Motorized Zoom Lens,
115 VAC, NTSC w/ EDCO Model RMCXI.05-Video Detection Coax Suppression / BNC
pig-tail cable

4 ea. Iteris Standard Camera Mounting Brackets

1 ea. 9" Color Monitor w/BNC Connectors

Turn on Support and Two Years Warranty \$ _____

Freight Cost \$ _____

Taxes (@ 8.25%) \$ _____

Grand Total \$ _____

_____ Dollars Cents
(written amount/total bid)

Name of Company Printed name of Officer

Address Signature

City, State, Zip Telephone Number

Date Fax Number

Email Address of Direct Contact Person

SECTION A - GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

No bids shall receive consideration by the City of Milpitas (hereinafter "City") for IFB No. 4229 unless made in accordance with the following instructions:

1. **Deadline for Receipt of Bids**

Bids must be sealed and filed at the Information Desk, 455 E. Calaveras Blvd., Milpitas, California, 95035 no later than **April 17, 2006 at 2:00 pm.** All bids must be received prior to that time. Bid results shall constitute public record and shall be available for inspection two working days following the bid opening.

2. **Request for Information**

Any questions relative to the bid should be directed to Bart Damele, Buyer at (408) 586-3162 or e-mailed to bdamele@ci.milpitas.ca.gov. Refer technical questions to Thai Nguyen, Public Works Department, (408) 586-2678.

3. **Bid Forms**

Bids must be made on a form obtained from the City. All items on the form should be filled out. Numbers should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations or erasures.

4. **Execution of Forms**

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the City, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

5. **Withdrawal of Bids**

Bids may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the City's consent or bidder's recourse to Public Contract Code sections 5100 et seq.

6. Addenda

Any addenda issued during the time of bidding shall constitute a part of the Bid Documents issued to bidders for the preparation of their bids.

7. Award of Contract

The City shall award the purchase order to the lowest responsive, responsible bidder who shall give such security as the City may require. The City reserves the right to reject any and all bids, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity, as the interest of the City may require.

8. Rejection of Bids

The City reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid.

9. Evidence of Responsibility

Upon request of the City, a bidder shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the City, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualification to perform the proposed contract. The City may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

10. Special Brand Names

In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired. Bidders may request the City to approve any material or product of comparable quality or utility for consideration as an "approved equal" so long as the request is in writing, email is acceptable, and must be received by the Purchasing Agent at least 5 working days prior to the bid opening. Each request must provide the reason for the change. The City reserves the right to make all decisions on products and vendor selections. Any cost of testing or evaluation shall be borne by the bidder.

11. Container Costs and Delivery

All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to insure safe transportation to point of delivery.

12. Bid Negotiations

A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will result in the bid being considered non-responsive.

13. Indemnity

The bidder must hold harmless and fully indemnify the City, its officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including, but not limited to, infringement or use of any copyrighted composition secret process, patented or un-patented invention, article or appliance furnished or used in connection with this bid.

14. Prevailing Law

In the event of any conflict or ambiguity between these instructions and state or federal regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.

15. Rights and Remedies in the Event of Default

If the bidder defaults in their obligation to enter into a Contract with the City, the City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance claimed due by the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the City shall be considered the prevailing market prices at the time such purchase is made.

16. Governing Law and Venue

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Santa Clara County.

17. Transfer of Interest

No interest in the contract shall be transferred to any other party without permission of the City.

18. Warranty

The vendor shall be held responsible for and shall make good any defects through faulty or improper workmanship or through defective materials, arising or discovered, from any part of the system for a period of two years after date of installation.

